

DAYLE ELIESON
Interim United States Attorney

BLAINE T. WELSH
Assistant United States Attorney
Nevada State Bar No. 4790
333 Las Vegas Boulevard South, Suite 5000
Las Vegas, Nevada 89101
Tel: 702-388-6336, Fax: 702-388-6787
Email: blaine.welsh@usdoj.gov

JEAN E. WILLIAMS
Deputy Assistant Attorney General

LUTHER L. HAJEK
STACEY BOSSHARDT
Trial Attorneys, Natural Resources Section
United States Department of Justice
Environment and Natural Resources Division
999 18th St., South Terrace, Suite 370
Denver, CO 80202
Telephone: 303-844-1376, Fax: 303-844-1350
Email: luke.hajek@usdoj.gov

Attorneys for Defendants

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

CENTER FOR BIOLOGICAL DIVERSITY,)	Case No. 2:14-cv-226-APG-VCF
)	
Plaintiff,)	Consolidated with 2:14-cv-228-APG-VCF
)	
v.)	
)	STIPULATION AND SETTLEMENT
UNITED STATES BUREAU OF LAND)	OF PLAINTIFFS WHITE PINE
MANAGEMENT, <i>et al.</i> ,)	COUNTY ET AL.'S MOTION FOR
)	ATTORNEYS' FEES AND COSTS
Defendants,)	
)	
and)	
)	
SOUTHERN NEVADA WATER AUTHORITY,)	
)	
Defendant-Intervenor.)	
)	

WHITE PINE COUNTY, *et al.*,

Plaintiff,

v.

UNITED STATES BUREAU OF LAND
MANAGEMENT, *et al.*,

Defendants,

and

SOUTHERN NEVADA WATER AUTHORITY,

Defendant-Intervenor.

1 Defendants U.S. Bureau of Land Management and the U.S. Department of the Interior
2 (collectively, “Defendants”) and Plaintiffs White Pine County *et al.* (collectively, “Plaintiffs”),
3 through their undersigned attorneys, hereby stipulate and agree as follows:

4 1. Plaintiffs have submitted a motion for attorneys’ fees and costs pursuant to the
5 Equal Access to Justice Act, 28 U.S.C. 2412. *See* Plaintiffs White Pine County *et al.*’s Motion
6 for Attorneys’ Fees and Costs (“Fee Motion”) (ECF No. 156).

7 2. For purposes of settlement only and without conceding liability for attorneys’ fees
8 and costs, Defendants agree to pay Plaintiffs a total of \$80,000 in full and complete satisfaction
9 of Plaintiffs’ Equal Access to Justice Act claim and any and all potential claims that Plaintiffs
10 may have for attorneys’ fees and costs associated with this case.

11 3. The payment described in paragraph 2 shall be accomplished by electronic funds
12 transfer to Advocates for Community and Environment. Within twenty days of execution of this
13 agreement, Plaintiff’s counsel shall provide to Defendants the information necessary to
14 accomplish the electronic funds transfer, including bank account number and routing
15 information, and the name and address associated with the account.

16 4. Plaintiffs and Plaintiffs’ counsel agree to hold Defendants and the United States
17 harmless in any litigation, further suit, or claim arising from the authorized transfer of the
18 payments described in paragraph 3. The United States may offset the payment amount to
19 account for any delinquent debts owed by the Plaintiffs to the United States pursuant to 31
20 U.S.C. §§ 3711, 3716.

21 5. Plaintiffs agree that the receipt of the payment described in paragraph 2 shall
22 operate as a waiver and release of any and all claims for attorneys’ fees and costs associated with
23 this case.

24 6. This settlement is entered into solely for purposes of settling Plaintiffs’ Fee
25 Motion and does not represent an admission by any party of any claim or defense in relation to
26 the Fee Motion for this case. Further, this settlement agreement has no precedential value. It
27 shall not bind any party in any future proceeding of any kind, whether judicial or administrative
28

1 in nature, and shall not be cited as evidence or referred to in any proceeding, except as necessary
2 to effect the terms of this agreement.

3 7. No provision of this settlement agreement shall be interpreted as or constitute a
4 commitment or requirement that Defendants obligate or pay funds in violation of the Anti-
5 Deficiency Act, 31 U.S.C. § 1341, or any other applicable appropriations law.

6 8. This stipulation represents the entirety of the agreement between Plaintiffs and
7 Defendants with regard to the settlement of Plaintiffs' claims for attorneys' fees and costs.

8 9. The undersigned representatives of each party certify that they are fully
9 authorized by the respective parties they represent to enter into the terms and conditions of this
10 settlement agreement and to legally bind the parties to the agreement.

11 10. The terms of this agreement shall become effective upon the Court's approval of
12 this stipulation.

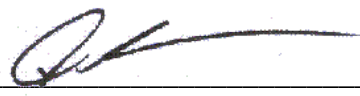
13 IT IS SO STIPULATED AND AGREED.

14 Respectfully submitted this 16th day of November, 2018.

15 DAYLE ELIESON
16 Interim United States Attorney

17 BLAINE T. WELSH
18 Assistant United States Attorney
19 Nevada State Bar No. 4790
20 333 Las Vegas Boulevard South, Suite 5000
21 Las Vegas, Nevada 89101
22 Telephone: 702-388-6336
23 Facsimile: 702-388-6787
24 Email: blaine.welsh@usdoj.gov

20 **IT IS SO ORDERED.**

21 
22 _____
23 UNITED STATES DISTRICT JUDGE
24 Dated: November 19, 2018.

25 JEAN E. WILLIAMS
26 Deputy Assistant Attorney General

27 /s/ Luther L. Hajek
28 LUTHER L. HAJEK
STACEY BOSSHARDT
Trial Attorneys, Natural Resources Section
United States Department of Justice
Environment & Natural Resources Division
999 18th St., South Terrace, Suite 370
Denver, CO 80202
Telephone: 303-844-1376

Facsimile: 303-844-1350
Email: luke.hajek@usdoj.gov

Of Counsel:

Stephen R. Palmer
Assistant Regional Solicitor
Office of the Regional Solicitor
Department of the Interior
2800 Cottage Way, Room E-1712
Sacramento, CA 95825-1890

Attorneys for Defendants

/s/ Simeon Herskovits

Simeon Herskovits (NV Bar No. 11155)
Advocates for Community and Environment
P.O. Box 1075
El Prado, New Mexico 87529
Telephone: 575-758-7202
Facsimile: 575-758-7203
E-mail: simeon@communityandenvironment.net

Michael C. Wheable (NV Bar No. 12518)
White Pine County District Attorney
County Courthouse
801 Clark Street, Suite 3
Ely, Nevada 89301
Telephone: 775-293-6565
E-mail: MWheable@whitepinecountynv.gov

Attorneys for Plaintiffs
White Pine County et al.